Attorney Docket No: IMD004A



### IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: Gregory L. Merril, et al.

Examiner: Mulcahy, John M.

Serial No. 09/811,358

Art Unit: 3739

NOV - 5 2002

Confirmation No.: 7776 Filed: March 16, 2001

**TECHNOLOGY CENTER P3700** 

For: Method And Apparatus For Controlling Force For Manipulation of Medical Instruments

Commissioner for Patents Washington, D.C. 20231

### REVOCATION AND NEW POWER BY ASSIGNEE AND STATEMENT UNDER 37 C.F.R. §3.73(b)

The Assignee (Immersion Medical, Inc.) of the entire right, title, and interest in the above-identified application hereby revokes all previously granted powers and grants the registered practitioners of Cooley Godward LLP included in Customer Number (1), and the registered practitioners of Immersion Corporation included in Customer Number (2) provided below, power to act, prosecute, and transact all business in the U.S. Patent and Trademark Office in connection with this application, any applications claiming priority to this application, and any patents issuing therefrom.

The Assignee certifies that to the best of its knowledge and belief it is the owner of the entire right, title, and interest in and to the above-identified application as evidenced by:

[X]	An assignment document, a copy of which is enclosed herewith;	
n	An assignment previously recorded in the ILS Patent and Tr	ad

Office at Reel/Frame \_\_\_\_\_.

Please change the attorney docket number of the above application to:

**IMMR-022/01US** 

#### Please direct all telephone calls and correspondence to:

Cooley Godward LLP ATTN: Patent Group 11951 Freedom Drive One Freedom Square-Reston Town Center Reston, VA 20190-5656 Telephone: (703) 456-8000 Facsimile: (703) 456-8100

CUSTOMER NUMBER (1): 22903

CUSTOMER NUMBER (2): 34300

Pursuant to 37 CFR § 3.73(b)(2)(i), the undersigned is authorized to act on behalf of the assignee.

Date: October 24, 2002

Signature: .

Stuart D. Smolen
Director of Intellectual Property

Immersion Corporation

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#### ASSIGNMENT OF PATENT APPLICATION

(Not Accompanying Application)

Whereas I/we the undersigned inventor(s) have invented certain new and useful improvements as set forth in the patent application entitled:

## METHOD AND APPARATUS FOR CONTROLLING FORCES FOR MANIPULATION OF MEDICAL INSTRUMENTS

for which I (we) have executed an application for a United States Letters Patent which was filed in the U.S. Patent and Trademark Office on March 16, 2001, and which bears the Application No. 09/811,358.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/We the undersigned inventor(s) hereby:

- 1) Sell(s), assign(s) and transfer(s) to <u>Immersion Medical</u>, <u>Inc.</u>, a corporation of the state of Maryland, having a place of business at <u>55 West Watkins Mill Road</u>; <u>Gaithersburg, MD 20878</u>, (hereinafter referred to as "ASSIGNEE"), the entire right title and interest in any and all improvements and inventions disclosed in, application(s) based upon, and Patent(s) (including foreign patents) granted upon the information which is disclosed in the above referenced application.
- 2) Authorize and request the Commissioner for Patents to issue any and all Letters Patents resulting from said application or any division(s), continuation(s), substitutes(s) or reissue(s) thereof to the ASSIGNEE.
- 3) Agree to execute all papers and documents and, entirely at the ASSIGNEE's expense, perform any acts which are reasonably necessary in connection with the prosecution of said application, as well as any derivative and applications thereof, foreign applications based thereon, and/or the enforcement of patents resulting from such applications.
- 4) Agree that the terms, covenants and conditions of this assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon the inventor(s), as well as the inventor's heirs, legal representatives and assigns.
- 5) Warrant and represent that I/we have not entered, and will not enter into any assignment, contract, or understanding that conflicts with this assignment.

Signed on the date(s) indicated beside my (our) signature(s).

1)	Signature:	16	Date:	7/27/01
	Typed Name:	Gregory L. Merril		-11
2)	Signature:		Date:	7/27/01
	Typed Name:	Richard L. Cunningham	•	
3)	Signature: Typed Name:	J. Mjørsel Brøwn	Date:	7/27/01
4)	Signature: "" Typed Name:	Robert F. Cohen	Date:	7-27-01
5)	Signature: Typed Name:	Chilip G. Ferdinan	Date:	9/2//